
(2021) 04 DEL CK 0226

In the Delhi High Court

Case No : Arbitration Petition No. 505 Of 2021, Miscellaneous Application No. 5574 Of 2021

M/S Meet Pvt Limited

APPELLANT

Vs

M/S National Insurance Company

RESPONDENT

Date of Decision : 19-04-2021

Acts Referred:

Arbitration And Conciliation Act, 1996 — Section 11(6)

Citation : (2021) 04 DEL CK 0226

Hon'ble Judges : C. Hari Shankar, J

Bench : Single Bench

Advocate : Ashutosh Kaushik, Dwapayan Gupta, Shubham Gupta

Final Decision : Disposed Of

Judgement

C. Hari Shankar, J

I.A.5574/2021 (exemption)

1. Exemption allowed subject to all just exceptions.
2. The application stands disposed of.

ARB.P. 505/2021

1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act, 1996, for appointment of an arbitrator, to arbitrate on the disputes between the parties.
2. Learned Counsel for the respondent fairly states that he does not oppose the request for reference of the disputes to arbitration.
3. The substratum of the dispute is set out in sub-paras (a) to (k) of para 11 of the petition. However, as learned Counsel for the respondent does not contest the arbitrability of the dispute or the existence of the arbitration agreement, it is not necessary to set out the contents of the said paragraphs.

4. The agreement between the parties contains the following arbitration clause:

"13. If any dispute or difference shall arise as to quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy."

5. Notice invoking arbitration, issued on 7th March, 2020, did not elicit any response, provoking the petitioner to approach this Court.

6. Learned Counsel for both sides are agreeable to the matter being referred to the Delhi International Arbitration Centre (DIAC), to appoint a suitable arbitrator to arbitrate on the disputes.

7. Accordingly, this petition is disposed of by referring the present dispute to the Delhi International Arbitration Centre (DIAC), which would appoint a suitable arbitrator to arbitrate thereon. The arbitration shall take place according to the rules and regulations of the DIAC read with the provisions of the 1996 Act. The arbitrator appointed by the DIAC would also be entitled to charge fees in accordance with the schedule of fees of the DIAC.

8. This petition stands disposed of in the aforesaid terms.